

**A**

**SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS**

ATLANTIC PILE, INC.,

Plaintiff(s),

-Against -

RALPH MANETTA, RVM MARINE CONSTRUCTION,  
SUNLIGHT also known as SUNLIGHT CLINTON  
REALTY, LLC, JOSEPH GOLDBERG, ULTIMATE TRUCK  
AND EQUIPMENT, and JOSEPH NATOLI, PROJECT PE  
ENGINEER,

Defendant(s).

To the above named Defendants:

Index No.:

Date of Purchase:

Plaintiff designates

Kings County as the place  
of trial.

The basis of the venue is  
Defendants' place of  
business.

**SUMMONS WITH  
NOTICE**

Plaintiff resides at  
30 Freeman Ave, Ste B-1  
Matawan, NJ 07747  
County of Monmouth

**You are hereby summoned** to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: May 19, 2021

Defendants' addresses:

RALPH MANETTA  
RVM MARINE CONSTRUCTION  
2280 East 71<sup>st</sup> Street  
Brooklyn, New York 11234

SUNLIGHT  
A/K/A SUNLIGHT CLINTON REALTY LLC  
744 Clinton Street  
Brooklyn, New York 11231

JOSEPH GOLDBERG  
ULTIMATE TRUCK AND EQUIPMENT  
1157 Grand Street  
Brooklyn, New York 11211

MELTZER, FISHMAN, MADIGAN  
& CAMPBELL, ESQS.

Attorneys for Plaintiff  
225 Broadway, Suite 2605  
New York, New York 10007  
(212) 227-1980

By:   
JOSEPH P. CAMPBELL  
File Number 4007

JOSEPH NATOLI  
PROJECT PE ENGINEER  
2232 East 73<sup>rd</sup> Street  
Brooklyn, New York 11234

**Notice:** The nature of this action is personal injuries.

The relief sought is return of plaintiff's crane, accessories, equipment and materials held by defendant's on Hughes Marine Barge Number 811 and Barge Number 653 docked in Brooklyn, New York with the interest, costs and disbursements of this action. Upon your failure to appear, judgment will be taken against you by default for the sum of \$ with interest from 2021 and the costs of this action.

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF KINGS

-----X  
ATLANTIC PILE, INC.,

Plaintiff(s),

VERIFIED COMPLAINT

-Against-

Index No.

Date of Purchase:

RALPH MANETTA, RVM MARINE CONSTRUCTION,  
SUNLIGHT also known as SUNLIGHT CLINTON  
REALTY, LLC, JOSEPH GOLDBERG, ULTIMATE  
TRUCK AND EQUIPMENT, and JOSEPH NATOLI,  
PROJECT PE ENGINEER,

Defendant(s).

-----X

Plaintiff, ATLANTIC PILE, INC., by his attorneys, MELTZER, FISHMAN, MADIGAN &  
CAMPBELL, complaining of the defendants', respectfully alleges:

FIRST: At all times herein mentioned, plaintiff, ATLANTIC PILE, INC., (Hereinafter  
referred to as "ATLANTIC") was and still is a corporation duly licensed in the State of New Jersey  
with an office at 30 Freeman Avenue, Matawan, New Jersey 07747.

SECOND: Upon information and belief Defendant, RALPH MANETTA, (hereinafter  
referred to as "MANETTA") is the owner of Defendant, RVM Marine Construction Company  
located at 2280 East 71st Street, Brooklyn, New York.

THIRD: Upon information and belief, defendant, RVM MARINE CONSTRUCTION  
COMPANY, was and still is a corporation duly licensed in the State of New York with an office at  
2280 East 71<sup>st</sup> Street, Brooklyn, New York.

FOURTH: Upon information and belief, defendant, SUNLIGHT also known as  
SUNLIGHT CLINTON REALTY, LLC, is the owner of 724-744 Clinton Avenue, Brooklyn, New  
York with Block Number 623 Section 2 Lot 118 - 100.



FIFTH: Upon information and belief, defendant, SUNLIGHT a/k/a SUNLIGHT CLINTON REALTY, LLC is a limited liability corporation and/or company duly licensed on the State of New York.

SIXTH: Upon information and belief, defendant, JOSEPH GOLDBERG, is the owner of Defendant, ULTIMATE TRUCK AND EQUIPMENT which is located at 1157 Grand Avenue, Brooklyn, New York.

SEVENTH: Upon information and belief, defendant, ULTIMATE TRUCK AND EQUIPMENT, was and still is a corporation duly licensed in the State of New York with an office at 1157 Grand Street, Brooklyn, New York.

EIGHTH: Upon information and belief, defendant, JOSEPH NATOLI is the owner of Project PE Engineer and the project engineer for the marine construction project at 744 Clinton Avenue, Brooklyn, New York. His office is located 2232 East 73rd Street, Brooklyn, New York.

NINTH: Upon information and belief, defendant, JOSEPH NATOLI, was and still is a corporation and/or partnership and/or sole proprietor duly licensed in the State of New York with an office at 2232 East 73<sup>rd</sup> Street, Brooklyn, New York.

TENTH: Upon information and belief, all defendants entered into a contract and/or agreement to install a Marine and/or Sea Wall around the premise, structure, and land located at 744 Clinton Avenue, Brooklyn, New York.

ELEVENTH: Upon information and belief, all defendants own, operate, control, maintain and repair the premises known as 744 Clinton Avenue, Brooklyn, New York.

TWELFTH: Upon information and belief, defendants, RALPH MANETTA and RVM MARINE CONSTRUCTION COMPANY, entered into a contract and/or agreement with Defendant, SUNLIGHT A/K/A SUNLIGHT CLINTON REALTY, LLC to perform marine construction work and/or agreement at 744 Clinton Avenue, Brooklyn, New York.

THIRTEENTH: Upon information and belief, plaintiff ATLANTIC PILE and defendant, RALPH MANETTA, RVM MARINE CONSTRUCTION, began negotiating a contract and/or agreement with Plaintiff ATLANTIC PILE to become a subcontractor and/or supplier of materials and equipment on the 744 Clinton Street Project.

FOURTEENTH: Upon information and belief, Plaintiff, ATLANTIC PILE, INC. and Defendant, RALPH MANETTA never signed or executed a contract and/or agreement regarding the 744 Clinton Street, Brooklyn, New York construction project.

FIFTEENTH: Upon information and belief, Plaintiff, ATLANTIC PILE, INC., is a marine contractor and/or construction manager that was engaged to provide materials and/or equipment used in the construction of retaining sea walls at 744 Clinton Street, Brooklyn, New York. Plaintiff was also requested to provide the equipment necessary to install the marine and/or sea walls.

SIXTEENTH: Upon information and belief, the materials consisted of approximately 507 Linear feet of steel used to create the retaining wall, as well as attachments, equipment braces and steel beams needed to construct the retaining wall.

SEVENTEENTH: Upon information and belief, Plaintiff, ATLANTIC PILE, INC. at the request of Defendant, RVM MARINE CONSTRUCTION also supplied building tools, equipment and machinery such as a Kobelco Crawley Crane and all of its accessories, ICE 416 Vibratory Hammer and power pack, 90 foot of ICE heads, an I 90 foot Hammer and follow back.

EIGHTEENTH: Upon information and belief, when a Sea Wall is being erected sixty (60) foot steel, H piles must be installed approximately every ten (10) feet to support the sea wall. The length of how long the pilings and how deep they need to go into the earth are determined by the project engineer.



NINETEENTH: Upon information and belief, Plaintiff, ATLANTIC PILE, INC., was assured by defendants' that the length of the steel H piles to be used would be sixty (60) foot and that the soil was soft.

TWENTY: Upon information and belief, Plaintiff, ATLANTIC PILE, INC., was also assured by defendant's that the appropriate soil samples had been conducted and that the soil was soft.

TWENTY-ONE: Upon information and belief, after the project began, the condition of the soil became apparent and defendant's did not conduct any due diligence to determine the density of the soil.

TWENTY-TWO: Upon information and belief, the equipment that Plaintiff, ATLANTIC was instructed to use for this project was not sufficiently and/or strong enough or big enough to pound and drive the piling into the ground/soil causing plaintiff to abandon this project.

TWENTY-THREE: Upon information and belief, Plaintiff, ATLANTIC Kobelco Crawler crane was only capable of working with sixty (60) foot steel H piles and soft soil. When plaintiff, ATLANTIC, drove in the piling into the ground it realized that the height and the weight of the piling driver were inadequate for the soil resistance it was encountering, the soil was not soft but heavy clay.

TWENTY-FOUR: Upon information and belief, Plaintiff, ATLANTIC PILE, INC., was originally contracted to bring five hundred and thirty (507) linear feet of new steel to be used in the construction of a Sea Wall at 744 Clinton Street, Brooklyn, New York.

TWENTY-FIVE: Upon information and belief, a change order was approved by Defendant, MANETTA, and in order to reduce the contract price, defendant's requested that plaintiff, ATLANTIC PILE, INC., refurbish and provide used steel for this project, instead of the new steel.

TWENTY-SIX: Upon information and belief, Plaintiff, ATLANTIC, provided refurbished steel to meet the specifications of this project, plaintiff was paid seventy three thousand (\$73,000.00) dollars to refurbish and prefabricate the steel to defendant's specifications.

TWENTY-SEVEN: Upon information and belief, upon arrival or not soon afterward defendants' rejected plaintiff, ATLANTIC PILE, INC. steel as inadequate for the contract and scope of this project. This was after multiple assurances and payments from the defendants that the steel was acceptable for this job.

TWENTY-EIGHT: Upon information and belief, the equipment and the fabricated steel were shipped to Hughes Marine, which has a terminal located at 700 Columbia Street, Brooklyn, New York 11231. The equipment and materials were shipped from Atlantic Pile, Inc. in Jackson, New Jersey by two (2) trucking companies were hired by Defendant, MANETTA, to ship the materials, crane and equipment to Hughes Marine terminal at 700 Columbia Street, Brooklyn, New York.

TWENTY-NINE: Upon information and belief, the two (2) trucking companies hired by Defendant, RALPH MANETTA were Dave's Heavy Hauling and Jon-Mar Trucking.

THIRTY: Upon information and belief, the materials were boarded onto Hughes Barge H-653 and the equipment was loaded onto Hughes Barge H-811.

THIRTY-ONE: Upon information and belief, Plaintiff, ATLANTIC PILE, INC., has been denied access, return and use its equipment and material since April 1, 2021.

THIRTY-TWO: Upon information and belief, Plaintiff, ATLANTIC PILE, INC., has been unable to retrieve, recover, use or access any of its materials and equipment held on those barges.

THIRTY-THREE: Upon information and belief, Defendants have deliberately moved the Barges with plaintiff's equipment and materials and have taken them to another location.



THIRTY-FOUR: Upon information and belief, Plaintiff, ATLANTIC, has respectfully requested and has been denied his equipment and his materials.

THIRTY-FIVE: Upon information and belief, Plaintiff, ATLANTIC PILE, INC., has no contract with Hughes Marine Contracting and Hughes has deferred to the defendant's for permission to release plaintiff's equipment and materials.

THIRTY-SIX: Upon information and belief, defendants have moved the barges to an unknown and secret location in Brooklyn without plaintiff's consent.

THIRTY-SEVEN: Upon information and belief, defendants' retention of plaintiff, ATLANTIC PILE, INC., tools, equipment and materials have caused plaintiff irreparable harm.

THIRTY-EIGHT: Plaintiff is unable to conduct business and engage in securing future construction projects without the return of its equipment, tools and materials.

THIRTY-NINE: Upon information and belief plaintiff has been unable to rent or lease any of the equipment held by defendant's. A portion of plaintiff's income is derived from the rental of its equipment.

FORTY: Upon information and belief, Plaintiff, ATLANTIC, has respectfully demanded the return of his material, tools and equipment and has made the provisions to pay for their return to New Jersey.

FORTY-ONE: Upon information and belief, Defendant's have absolutely no court order, liens or injunction allowing them to hold plaintiff's equipment, tools and materials.

FORTY-TWO: Upon information and belief, there is no lien filed, there is no lawsuit commenced. The retention of my client's equipment and materials will cause irreplaceable harm.


**WHEREFORE**, plaintiff, ATLANTIC PILE, INC., demands that defendants' release all of plaintiff's materials and equipment and to authorize Hughes Marine Barge to release and insure the safe shipment of equipment, tools and material to Perth Amboy, New Jersey, plaintiff also seeks

damages for loss of use of equipment, loss of rental income, attorneys fees together with the interest, cost and disbursements of this action.

DATED: New York, New York  
May 19, 2021

MELTZER, FISHMAN, MADIGAN &  
CAMPBELL, ESQS.  
Attorneys for Plaintiff  
225 Broadway, Suite 2605  
New York, New York 10007  
(212) 227-1980

By

  
JOSEPH P. CAMPBELL  
File Number 4007

STATE OF NEW YORK )  
 ) ss.:  
COUNTY OF NEW YORK)

I, the undersigned, am an attorney, duly admitted to practice in the Courts of New York State, and am associated with the firm of MELTZER, FISHMAN, MADIGAN & CAMPBELL, ESQS.

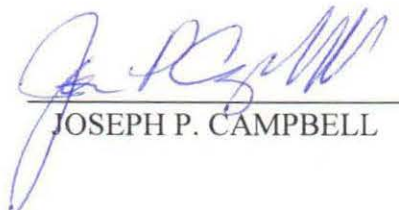
That I have read the foregoing **summons with notice and verified complaint** and the contents thereof; that same is true to my own knowledge except as to those matters that are stated therein to be alleged on information and belief, and as to those matters he believes it to be true.

That the reason I make this affirmation is that plaintiffs reside in a county other than where this firm maintains its office.

That the information contained therein was received from conversations with the plaintiff and from records and documents in possession of the affirmant.

That the undersigned affirms that the foregoing statement is true, under penalties of perjury.

Dated: New York, New York  
May 19, 2021

  
JOSEPH P. CAMPBELL



INDEX NO.

SUPREME COURT OF THE STATE OF NEW YORK  
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Defendant(s).

## SUMMONS AND VERIFIED COMPLAINT

MELTZER, FISHMAN, MADIGAN & CAMPBELL

*Attorneys for Plaintiff*

225 BROADWAY  
NEW YORK, N.Y. 10007  
(212) 227-1980

To:  
*Attorney(s) for*

*Service of a copy of the within*  
*Dated:*

*is hereby admitted.*

*Attorney(s) for*

### PLEASE TAKE NOTICE

that the within is a (certified) true copy of a  
Notice of Entry entered in the office of the clerk of the within named Court on 20

that an Order of which the within is a true copy will be presented for settlement to the  
Notice of Settlement Hon. one of the judges of the within named Court,  
at  
on 20 , at M.

*Dated:*

MELTZER, FISHMAN, MADIGAN & CAMPBELL

*Attorneys for Plaintiff*

225 BROADWAY  
NEW YORK, N.Y. 10007

To:  
*Attorney(s) for*